

To: Boston Redevelopment Authority
City Hall Annex (11th Floor)
Boston, Massachusetts

June 30, 1967

SOUTH BOSTON MEAT AND POULTRY MARKET PROJECT

Application for Approval of Project under
Chapter 121A of the General Laws and
Chapter 652 of the Acts of 1960,
both as amended

1. The undersigned ("the Applicants") hereby apply to Boston Redevelopment Authority ("the Authority") pursuant to the provisions of Chapter 121A of the General Laws of the Commonwealth of Massachusetts, as amended ("Chapter 121A"), the provisions of Chapter 652 of the Acts of 1960, as amended ("Chapter 652") and the Rules and Regulations issued by the Authority, for authorization and approval by the Authority of a project ("the Project"), to be constructed, operated and maintained on the premises described in paragraph 3 hereof ("the Project Area") in accordance with the provisions of Chapter 121A, Chapter 652, this Application and the accompanying addenda, and for the consent by the Authority to the formation of a corporation under the name New Boston Food Market Development Corp., to be

organized by the Applicants under Chapter 121A for the purpose of undertaking and carrying out the Project ("the 121A Corporation").

2. The residential addresses, occupations and bank references of the Applicants are as follows:

<u>Applicant</u>	<u>Address</u>	<u>Occupation</u>	<u>Bank Reference</u>
Harold Widett, Esq.	50 Kensington Circle Brookline, Mass.	Attorney	Garden City Trust Company
Duncan Cotting	8 Whittier Place Boston, Mass.	Institutional purveyor	The National Shawmut Bank
Milton Silverman	54 Clifton Avenue Marblehead, Mass.	Wholesale meat dealer	The First Nat'l Bank of Boston

All notices and requests by the Authority in connection with this Application should be sent to Harold Widett, Esq., 80 Federal Street, Boston, Massachusetts 02110.

3. The following is a general description by metes and bounds of the Project Area:

A certain parcel of land in the City of Boston, County of Suffolk, Commonwealth of Massachusetts ("the City"), shown on a plan by Boston Survey Consultants dated May 5, 1966, revised June 7, 1967, a copy of which plan is attached hereto as Exhibit A, and bounded and described as follows:

BEGINNING at a point distant 45.29 feet north-westerly measured at right angles from Station

82 + 34.11 of the monumented base line of The New York, New Haven and Hartford Railroad Company's railroad leading from South Bay Junction to Hudson River;

Thence southwesterly in a curve to the right having a radius of 676.56 feet, 389.47 feet to a point;

Thence southwesterly in a curve to the right having a radius of 565.26 feet, 194.90 feet to a point;

Thence southwesterly in a curve to the right having a radius of 448.63 feet, 41.04 feet to a point;

Thence S $24^{\circ} 53' 11''$ W, 108.75 feet to a point;

Thence S $59^{\circ} 46' 25''$ W, 243.04 feet to a point;

Thence N $30^{\circ} 13' 35''$ W, 332.53 feet to a point;

Thence northwesterly in a curve to the right having a radius of 1117.00 feet, 232.71 feet to a point;

Thence northwesterly in a curve to the right having a radius of 767.00 feet, 323.07 feet to a point;

Thence northerly in a curve to the right having a radius of 1117.00 feet, 208.18 feet to a point;

Thence N $16^{\circ} 31' 21''$ E, 229.33 feet to a point;

Thence northeasterly in a curve to the right having a radius of 972.00 feet, 21.34 feet to a point;

Thence N $17^{\circ} 46' 50''$ E, 148.67 feet to a point;

Thence S $72^{\circ} 13' 10''$ E, 128.44 feet to a point;

Thence N $55^{\circ} 06' 22''$ E, 283.96 feet to a point;

Thence northeasterly in a curve to the left having a radius of 431.57 feet, 15.22 feet to a point;

Thence S $36^{\circ} 54' 54''$ ^W~~E~~, 17.35 feet to a point;

Thence northeasterly in a curve to the left having a radius of 448.92 feet, 139.04 feet to a point;

Thence northeasterly in a curve to the left having a radius of 769.40 feet, 42.03 feet to a point;

Thence N $32^{\circ} 12' 32''$ E, 122.24 feet to a point;

Thence S $57^{\circ} 50' 24''$ E, 45.93 feet to a point;

Thence N $32^{\circ} 09' 36''$ E, 16.34 feet to a point;

Thence S $57^{\circ} 50' 24''$ E, 15.00 feet to a point;

Thence N $32^{\circ} 09' 36''$ E, 80.00 feet more or less to a point;

Thence turning and running southeasterly by a line 24.00 feet easterly from and parallel to the center line of the Commonwealth of Massachusetts Dorchester Creek Drainage Easement as shown on a plan on file at the Suffolk County Registry of Deeds, Book 7974, Page 156, for a distance of 575.83 feet to a point;

Thence N $87^{\circ} 37' 58''$ E, 226.⁴⁸~~84~~ feet to a point, said point being located approximately

880.00 feet southeasterly from a concrete monument at the most northeasterly corner of the parcel as shown on the aforesaid plan;

Thence S $02^{\circ} 22' 29''$ E, 230.11 feet more or less to a concrete monument;

Thence S $13^{\circ} 40' 08''$ W, 361.84 feet to a point;

Thence S $24^{\circ} 53' 11''$ W, 78.00 feet to the point of beginning.

SUBJECT to and with the benefit of the rights, privileges, easements, exceptions and agreements set forth in a deed from Richard Joyce Smith et al, Trustees, dated March 25, 1966, recorded with Suffolk Registry of Deeds in Book 8028, Page 646, to the extent applicable, the Project Area being a portion of the premises conveyed by said deed; and

SUBJECT to certain rights and easements as more particularly set forth in a mortgage covering an adjacent parcel of land, said mortgage being dated May 17, 1967, and recorded with Suffolk Registry of Deeds in Book 8119, Page 33.

CONTAINING approximately 1,268,952 square feet.

4. The Project Area has not been declared to be a blighted open, decadent or substandard area under Chapter 121A.

The Project Area, in the opinion of the Applicants, constitutes a blighted open area as defined in Chapter 121A for the following reasons:

A. The Project Area is entirely open and undeveloped, there being no streets, utilities or improvements of any kind thereon, other than some railroad facilities on the periphery thereof belonging to The New York, New Haven

and Hartford Railroad Company.

B. It would be unduly costly to develop the Project Area soundly through the ordinary operations of private enterprise, because of the following reasons:

- (i) At present the Project Area's average ground elevation is approximately elevation 12.0 based on the City of Boston Base. Approximately 150,000 cubic yards of common fill will be necessary to raise this grade to approximately elevation 16 in order to keep the finish paving grade above maximum flood tide levels.
- (ii) The Project Area is divided diagonally by a Right of Way for the Commonwealth of Massachusetts for a conduit presently being installed. This Right of Way and conduit greatly restrict the placement of buildings, and utilities within the building areas cannot be layed out in an economical fashion. The top of the conduit in the Project Area is only 3 to 4 feet below the proposed finish grade.
- (iii) Since the entire Project Area is encircled by tracks of The New York, New Haven and Hartford Railroad Company, an extensive grade crossing must be constructed from the Southeast Expressway access road.
- (iv) The encirclement of the Project Area by railroad tracks also renders the Project Area unsuitable for development for many other purposes.
- (v) The subsurface soil profile in the Project Area, as disclosed by borings, consists in general of artificial fill, underlaid by soft organic soils, followed by natural inorganic soils, as described below:

Artificial fill blankets the entire area to depths of 10 to 20 ft., and consists of sand, gravel, cinders, ashes and trash. The organic soils consist of soft,

compressible organic silt and peat, and range in thickness from 5 to 25 ft.

The primary underlying natural inorganic soil is a deep stratum of Boston blue clay, extending to depths as great as 170 ft. below existing grade. However, over much of the Project Area, a stratum of sand up to 8 ft. thick exists between the organic stratum and the clay.

The presence of the soft, compressible organic soils throughout the Project Area precludes the possibility of normal spread footing building foundations, and slab-on-grade floor construction. All foundation units must be supported by piles or caissons founded on, within or below the underlying natural inorganic soil. The building floors must be structural floors spanning between the points of column support.

Methods of foundation support under consideration for the Project include concrete-filled steel pipe piles, creosoted wood friction piles, and caissons.

Pipe piles would eliminate all building settlement, but would have to be driven to bearing below the clay, at great cost. In addition, the wall thickness of the portions of the pipe in contact with the fill and organic soils would have to be increased in order to allow for the corrosive action of these soils.

Creosoted wood piles would be driven to required depths in the clay to serve as friction piles. These foundations would experience some settlement as the supporting clay consolidates under the weight of the new fill to be added to raise the grade. In order to eliminate the effects of negative skin friction or "drag" on the piles, no new fill would be allowed within the building areas. Therefore, the first floor would have to be formed-up by means

other than the more economical earth fill.

If fill beneath the buildings could be placed and used as a form, it would also serve as insulation, which is standard for construction of this type. Since fill cannot be placed and used beneath the buildings, however, there will be an open space under the buildings, requiring the costly installation of 2 inches of styrofoam insulation.

Caissons, belled out on stiff clay, frequently offer a relatively economical method of foundation support in the Boston area. However, at the Project Area, the frequent presence of sand between the clay and the organic stratum dictates that the caissons be carried below the sand and be belled out in the clay. These requirements increase the cost substantially due to the greater required length of caisson, and the fact that larger bells are required since the allowable soil bearing pressure decreases with depth. Caisson supported foundations will experience settlement due to consolidation of the clay, as described for wood piles.

- (vi) The subsurface soil conditions also affect the cost of site development. Fill placed to raise the grade throughout the Project Area will settle, due to consolidation of the soft organic soils. This settlement will require that approximately 25 percent more fill be placed than would be computed using the existing and proposed grades.

Future analyses will probably indicate that it will be desirable to substitute lightweight fill for the more economical common earth fill for some distance beyond the building loading docks, in order to minimize the differential settlement between the pavement and the pile-supported loading docks.

The settlement associated with the raise in grade throughout the Project Area will require

that utilities be pile supported. In addition, due to the high ground water level and poor soil conditions, excavation for utilities will probably require sheeting and extensive pumping.

C. Private enterprise has never invested in the development of the Project Area, no doubt due to its condition, location and blighted open appearance, and it has, therefore, remained undeveloped.

D. This large, open, undeveloped area, of which no use is now being made, invites trespass and accumulations of unsightly and unhealthful trash; it is an eyesore; it provides no employment for citizens of the City; and it is impeding the development of the entire region of South Boston in which it is located. The Project Area has for many years been detrimental to the safety, health, welfare and sound growth of the community, and private enterprise by its normal operation has been unable to alter this situation. Failure properly to develop the Project Area ensures its continuance and the continuance of its environs as an open, blighted, unproductive part of the City.

5. The Project will consist of the acquisition of the Project Area and of the construction, operation and maintenance thereon of eight buildings, together with all railroad sidings, roadways, utilities, parking areas and other improvements necessary to service them.

Seven of the eight buildings will each be occupied by a single tenant; the remaining building will be occupied by 25 tenants in 22 separate units or bays ("the community building"). All the tenants presently are and will be engaged as wholesale dealers, processors or institutional purveyors of meat, poultry or other foods or of meat, poultry or other food products.

Each of the eight buildings will have receiving and delivery docks and will be served by truck and by rail.

Open parking areas for private vehicles and for trucks will be distributed around the Project Area.

The contemplated road system will be sufficient to handle the expected volume of truck and passenger car traffic to and from the Project Area, without causing any delay on the surrounding streets and highways.

The names and present addresses of the seven tenants of the seven proposed single occupancy buildings and the interior square footage of each of those buildings (i.e., excluding the docks) are as follows:

<u>Name and Address</u>	<u>First Floor</u>	<u>Second Floor</u>	<u>Total</u>
Agar Supply Co., Inc. 105 Clinton Street Boston, Mass.	7,830 sq. ft.	1,570 sq. ft.	9,400 sq. ft.
Bolton-Smart Company, Inc. 125 Clinton Street Boston, Mass.	15,100 sq. ft.	7,000 sq. ft.	22,100 sq. ft.
Cook & Clarke, Inc. 25 Richmond Street Boston, Mass.	6,000 sq. ft.	3,000 sq. ft.	9,000 sq. ft.

<u>Name and Address</u>	<u>First Floor</u>	<u>Second Floor</u>	<u>Total</u>
Albert Richards Co., Inc. 23 Commercial Street Boston, Mass.	13,500 sq. ft.	8,200 sq. ft.	21,700 sq. ft.
State Beef Co. Inc. 75 South Market Street Boston, Mass.	10,000 sq. ft.	1,600 sq. ft.	11,600 sq. ft.
Waters & Litchfield, Inc. 39 North Market Street Boston, Mass.	6,000 sq. ft.	2,400 sq. ft.	8,400 sq. ft.
Weston-Thurston Company 94 Clinton Street Boston, Mass.	6,000 sq. ft.	2,000 sq. ft.	8,000 sq. ft.
Totals	64,430 sq. ft.	25,770 sq. ft.	90,200 sq. ft.

The names and present addresses of the tenants of the the community building and the interior square footage of each of their proposed units or bays (i.e., excluding the docks) are as follows:

<u>Name and Address</u>	<u>First Floor</u>	<u>Second Floor</u>	<u>Total</u>
Thorndike & Gerrish Co. 91 Clinton Street Boston, Mass.	3,000 sq. ft.	1,200 sq. ft.	4,200 sq. ft.
Morris Blinder & Co., Inc. 32 North Street Boston, Mass.	7,500 sq. ft.	3,000 sq. ft.	10,500 sq. ft.
Caron and Company, Inc. 105 Clinton Street Boston, Mass.	2,500 sq. ft.	1,000 sq. ft.	3,500 sq. ft.
Melvin J. Kolovson d/b/a South Market Beef Co. 127 Atlantic Avenue Boston, Mass.	3,000 sq. ft.	973 sq. ft.	3,973 sq. ft.

<u>Name and Address</u>	<u>First Floor</u>	<u>Second Floor</u>	<u>Total</u>
Lampert Beef Co. 67 South Market Street Boston, Mass.	6,000 sq. ft.	2,400 sq. ft.	8,400 sq. ft.
John F. King, Inc. 41 North Market Street Boston, Mass.	3,000 sq. ft.	1,200 sq. ft.	4,200 sq. ft.
Frank Bertolino d/b/a Frank D. Bertolino Beef Co. 40 North Street Boston, Mass.	3,000 sq. ft.	1,200 sq. ft.	4,200 sq. ft.
Newmarket Packing Corp. 120 South Market Street Boston, Mass.	3,000 sq. ft.	1,200 sq. ft.	4,200 sq. ft.
The Halifax Packing Co., Inc. 93 Clinton Street Boston, Mass.	3,000 sq. ft.	1,200 sq. ft.	4,200 sq. ft.
David L. Robbins and Arnold G. Robbins d/b/a Robbins Beef Co. 95 Clinton Street Boston, Mass.	3,000 sq. ft.	1,200 sq. ft.	4,200 sq. ft.
Beacon Packing Co., Inc. and Interstate Beef Company as Tenants in Common 107 Clinton Street Boston, Mass.	6,000 sq. ft.	2,400 sq. ft.	8,400 sq. ft.
James J. Derba, Inc. 16 North Street Boston, Mass.	3,500 sq. ft.	1,200 sq. ft.	4,700 sq. ft.
Abraham Harmon d/b/a A. Harmon & Co. and Kyes Supply Co., Inc., Tenants in Common 36 North Street 43-44 North Market Street Boston, Mass. (respectively)	3,325 sq. ft.	1,200 sq. ft.	4,525 sq. ft.

<u>Name and Address</u>	<u>First Floor</u>	<u>Second Floor</u>	<u>Total</u>
Iowa Beef Co., Inc. 115 South Market Street Boston, Mass.	6,000 sq. ft.	2,400 sq. ft.	8,400 sq. ft.
Milton Silverman and Saul Margolis d/b/a Federal Beef Co. and Boston Brisket Company 180 Atlantic Avenue Boston, Mass.	6,000 sq. ft.	2,400 sq. ft.	8,400 sq. ft.
Epstein Company 26 Richmond Street Boston, Mass.	3,000 sq. ft.	1,200 sq. ft.	4,200 sq. ft.
Samuel Holmes Incorporated 84 Clinton Street Boston, Mass.	3,000 sq. ft.	1,200 sq. ft.	4,200 sq. ft.
Adams Chapman Company 37 North Market Street Boston, Mass.	3,000 sq. ft.	1,200 sq. ft.	4,200 sq. ft.
Dole and Bailey, Inc. 24 North Street Boston, Mass.	5,000 sq. ft.	2,000 sq. ft.	7,000 sq. ft.
Arthur Glickman d/b/a New England Hotel Supply Co. 60 Fulton Street Boston, Mass.	2,500 sq. ft.	1,000 sq. ft.	3,500 sq. ft.
S. F. Woodbridge Meat Co. 67 South Market Street Boston, Mass.	2,500 sq. ft.	1,000 sq. ft.	3,500 sq. ft.
Landy Beef Co., Inc. 19 South Market Street Boston, Mass.	5,000 sq. ft.	2,000 sq. ft.	7,000 sq. ft.
Subtotals	85,825 sq. ft.	33,773 sq. ft.	119,598 sq. ft.
Unused but roofed space	--	51,227 sq. ft.	51,227 sq. ft.

(Cont'd)

	<u>First Floor</u>	<u>Second Floor</u>	<u>Total</u>
Engine room, offices and passageway	5,175 sq. ft.	--	5,175 sq. ft.
Cafeteria, kitchen and other offices	--	<u>6,000</u> sq. ft.	<u>6,000</u> sq. ft.
Totals	91,000 sq. ft.	91,000 sq. ft.	182,000 sq. ft.

More than half of the space in each of the eight buildings (excluding the unused space on the second floor of the community building) will be refrigerated and used for the storage of meat, poultry and other foods and for work rooms. The remaining space will be for dry storage, offices, toilets, lockers and stairs, corridors, equipment rooms, etc.

A proposed site plan showing the Project Area and the approximate location of the buildings and other improvements to be constructed is attached hereto as Exhibit B.

Drawings of the floor plans of each of the eight buildings to be constructed, adequate to show the nature and extent of the same, are being submitted together with this Application, and a list of those drawings is attached hereto as Exhibit C.

Outline specifications, showing generally the character and quality of the construction to be employed in the Project, are also being submitted together with this Application.

6. Subject to causes beyond the reasonable control of the 121A Corporation, it is proposed to commence the work of constructing the Project within 90 days after the execution and delivery of the contract between the 121A Corporation and the City provided

for by the provisions of Chapter 121A and by the Rules and Regulations of the Authority (which contract is hereinafter referred to in paragraph 22E hereof), but in no event before October 15, 1967, and to complete the Project within two years after such commencement.

7. The estimated minimum cost of the Project will be approximately Nine Million Dollars (\$9,000,000).

8. The land of the Project Area (described in paragraph 3 hereof) is presently owned by a Massachusetts corporation ("the land-owning corporation"), all the stock of which is owned by the aforementioned 32 prospective tenants of the Project. It is proposed that the 121A Corporation will acquire such land by acquiring all of such stock in the land-owning corporation from the stockholders thereof and by then causing the land-owning corporation to be dissolved.

It is proposed to carry out the foregoing, as follows:

A. The Applicants will enter into a written agreement with the 32 stockholders of the land-owning corporation (a form of which agreement is attached hereto as Exhibit D) pursuant to which those stockholders will deliver to the Applicants all the issued and outstanding shares of the land-owning corporation for the purpose of having the Applicants, as nominees for such stockholders, exchange such shares for shares of the 121A Corporation.

B. Pursuant to such agreement, in order to effect the exchange provided for therein, the Applicants will then subscribe for the appropriate number and kind of shares of stock of the 121A Corporation.

C. Before issuing its stock in proportion to such subscriptions, however, the 121A Corporation, as provided in Section 7 of Chapter 121A, will first offer its stock to the land-owning corporation itself. This offer will be declined, as the land of the Project Area is fully encumbered.

D. The 121A Corporation, as further provided in Section 7 of Chapter 121A, will then issue shares of its stock to the Applicants in proportion to their respective subscriptions in exchange for all the shares of stock of the land-owning corporation. All the shares of stock of the land-owning corporation are and will be fully paid at the rate of \$100 per share.

E. Following such exchange, the Applicants, pursuant to the aforesaid written agreement, will transfer the stock of the 121A Corporation to the aforementioned stockholders, following which the ownership of the 121A Corporation will be identical to the present ownership of the land-owning corporation, and the land-owning corporation will be a wholly owned subsidiary of the 121A Corporation.

F. The 121A Corporation will then cause the land-owning corporation to be dissolved with the result that all its

assets (including the land of the Project Area), subject to all its liabilities will pass into the 121A Corporation.

9. The initial stockholdings in the 121A Corporation, after the exchange referred to in paragraph 8 hereof, will be, as follows:

Class A Common (Par Value \$100)

<u>Name</u>	<u>Shares</u>
Thorndike & Gerrish Co.....	30
Morris Blinder & Co., Inc.....	75
Caron and Company, Inc.....	25
Melvin J. Kolovson d/b/a	
South Market Beef Co.....	30
Lampert Beef Co.....	60
John F. King, Inc.....	30
Frank Bertolino d/b/a	
Frank D. Bertolino Beef Co.....	30
Newmarket Packing Corp.....	30
The Halifax Packing Co., Inc.....	30
David L. Robbins and Arnold G. Robbins	
d/b/a Robbins Beef Co.....	30
Beacon Packing Co., Inc., and	
Interstate Beef Company,	
as tenants in common.....	60
James J. Derba, Inc.....	35
Abraham Harmon d/b/a	
A. Harmon & Co., and	
Kyes Supply Co., Inc.,	
as tenants in common.....	33.25
Iowa Beef Co., Inc.....	60
Milton Silverman and Saul Margolis	
d/b/a Federal Beef Co., and	
Boston Brisket Company, Inc.	
as tenants in common.....	60
Epstein Company.....	30
Samuel Holmes Incorporated.....	30
Adams Chapman Company.....	30
Dole and Bailey, Inc.....	50
Arthur Glickman d/b/a New England Hotel Supply Co.....	25
S. F. Woodbridge Meat Co.....	25
Landy Beef Co., Inc.....	50
	<u>858.25</u>

Class B Common (Par Value \$100)

<u>Name</u>	<u>Shares</u>
Agar Supply Co., Inc.....	78.3
Bolton-Smart Company, Inc.....	151
Cook & Clarke, Inc.....	60
Albert Richards Co., Inc.....	135
State Beef Co. Inc.....	100
Waters & Litchfield, Inc.....	60
Weston-Thurston Company.....	60
	<u>644.3</u>

These initial stockholdings were arrived at, as follows:

One share of Class A Common Stock (for tenants of the community building), or one share of Class B Common Stock (for tenants of the seven single occupancy buildings), for each 100 square feet of first floor space proposed to be occupied by them in the Project, with fractional shares for areas of first floor space of less than 100 square feet.

After the Project is completed, these initial stockholdings will be adjusted so that each tenant will hold the number of shares of Class A Common Stock or of Class B Common Stock, as the case may be, as may be determined by the following formula:

$$\frac{\text{Tenant's shares}}{\text{Total shares issued and outstanding (Classes A and B)}} = \frac{\text{Cost of acquiring and constructing tenant's premises}}{\text{Cost of acquiring and constructing entire Project}}$$

The Class A Common Stock and the Class B Common Stock will have identical rights and privileges, except that the Class A Common Stock will be entitled to elect only four of nine directors, and the Class B Common Stock will be entitled to elect only another

four of nine directors. The ninth director will be at-large and will be elected by both the classes of common stock voting as a single class.

Each tenant, in addition to holding stock in the 121A Corporation, will enter into a long-term lease with it (25 or 30 years with options to renew). The rental each tenant will pay to the 121A Corporation thereunder will be determined by multiplying the total cost of financing, maintaining and running the entire Project, by the fraction representing tenant's stock interest in the 121A Corporation.

10. It is proposed that the Project will be financed in principal part by the United States Small Business Administration. Other financing would be obtained from certain institutional lenders (including, the Applicants believe, New England Merchants National Bank of Boston, State Street Bank and Trust Company, Suffolk Franklin Savings Bank and Charlestown Savings Bank) and from equity capital.

The Small Business Administration and institutional financing would be secured by a mortgage on the Project's land and improvements.

No stock or other securities will be issued with respect to any services performed or to be performed in connection with the Project.

11. In the opinion of the Applicants, the Project is wholly

consistent with the Authority's "1965/1975 General Plan for the City of Boston and the Regional Core."

The Project Area lies in an area generally designated for industrial development, and is so designated on the Authority's 1975 General Land Use Plan map.

The Project also makes use of presently under-utilized railroad land, land which is shown separately in the General Plan as Figure IV-3 "to illustrate the large amount of under-developed railroad acreage that should be put to more intensive use by railroads and by other, predominantly industrial, uses." On page 101 of the General Plan, the point is further emphasized that railroad land is the "largest, most easily developable acreage for new industrial activity," and that in spite of topographical and access difficulties the effort to utilize these lands "would be worthwhile whatever the problem."

If the rehabilitation of the Faneuil Hall Market area, as set forth on page 135 of the General Plan, is to be rapidly accomplished, a central meat, poultry and other foods market must be developed near the regional core. The Project provides such a market, while at the same time making use of just those lands which the Authority recognizes as being in the greatest need of redevelopment.

12. The Project is feasible because:

A. The Project Area is an open area, title to which is in the control of the persons for whom the Applicants are

acting;

B. In the opinion of the Applicants, the financing necessary for the Project can and will be arranged if the aids provided by Chapter 121A and by Chapter 652 are made applicable to the Project; and

C. The architectural and engineering research and studies conducted to date have demonstrated that the Project as planned can be constructed so as to comply with applicable laws, codes, ordinances and regulations, if the Authority with the approval of the Mayor will, pursuant to the provisions of Chapter 652, grant permission for the deviations referred to in paragraph 16 of this Application and such other deviations as the Applicants may reasonably request.

13. The Project is necessary and desirable because:

A. It will provide an efficient market area having a long usable life, for thirty-two businesses which are being displaced by the Authority from their present locations in the Faneuil Hall Market area of the City and, as such, will provide continuing employment to the many employees of these businesses and will constitute an incentive to the sound growth of the City and particularly to the growth of the South Boston district of the City; and

B. It is unlikely that the Project Area, due to its location and topography, would be developed otherwise, or that

the Project Area could be split up and developed in separate parcels. The task of making the Project Area productive requires coordinated architectural and engineering planning and that the construction of all improvements therein be undertaken at the same time and in an integrated manner by a single developer.

14. The Project Area does not include land within any location approved by the Department of Public Works for the extension of the Massachusetts Turnpike into the City.

15. The carrying out of the Project will not involve the destruction or rehabilitation of buildings occupied in whole or in part as dwellings.

16. Attached hereto as Exhibit E is a statement of the permissions, so far as now known to the Applicants, which will be required for the Project to deviate from zoning, building, health and fire laws, codes, ordinances and regulations in effect in the City. The Applicants hereby request the Authority to grant such permissions.

17. The carrying out of the Project will not require the grant of a permit for the erection, maintenance and use of a garage within five hundred feet of one or more buildings occupied in whole or in part as a public or private school having more than fifty pupils, or as a public or private hospital having more than twenty-five beds or as a church.

18. In the opinion of the Applicants, the Project does not involve the construction of units which constitute a single building under the Boston Building Code and Zoning Law.

19. Attached hereto as Exhibit F is a statement of the minimum standards to which the 121A Corporation will be willing to conform in the financing, construction, maintenance and management (including the character and scope of charges to be made against income and accounting procedures) of the Project.

20. Attached hereto as Exhibit G is a statement of the amounts to be paid to the City in addition to the excise prescribed by Section 10 of Chapter 121A and the years in which such amounts are to be paid.

21. If this Application is approved by the Authority and by the Mayor of the City and if within thirty days after the secretary of the Authority has filed with the City Clerk of the City a copy of the Authority's vote attested by such secretary with a copy of the approval thereof by the said Mayor likewise attested, no litigation has been instituted questioning the validity of such vote and approval, or either of them, or if litigation so instituted within such period does not result in a final adjudication that such vote and approval, or either of them, are invalid, the Applicants will require not more than 90 days thereafter to determine whether or not the Project should be carried out. The Applicants upon making such determination

shall, prior to the expiration of said 90 days, notify the Authority in writing thereof and shall form the 121A Corporation.

22. The following material is being filed with the Authority concurrently herewith and is made a part of this Application:

A. A copy of the proposed Articles of Organization of the 121A Corporation in a form furnished and approved by the Secretary of the Commonwealth.

B. The drawings listed in Exhibit C and referred to in paragraph 5 hereof.

C. The outline specifications referred to in paragraph 5 hereof.

D. A copy of a form of instrument wherein the proposed stockholders of the 121A Corporation under seal covenant with the Authority that they will not dispose of their respective interests in the 121A Corporation (except by way of pledging, assigning and delivering the same to the 121A Corporation as security for a lease of space from the 121A Corporation) prior to completion of the Project, without first obtaining from the Authority leave to do so.

23. The following additional material is also being filed with the Authority concurrently herewith:

A. Twenty conformed copies of this Application, exclusive of the material referred to in paragraphs 22 and 23.

B. Five copies of a draft of the contract with the City required by the provisions of Chapter 121A for carrying out the Project, in the form which the Applicants are willing to cause the 121A Corporation to execute, if the Project is approved in accordance with this Application and if the Applicants determine to carry out the Project.

24. The following is a list of exhibits to this Application:

Exhibit A - Survey Plan

Exhibit B - Proposed Site Plan

Exhibit C - List of Drawings

Exhibit D - Agreement among the Applicants and the proposed stockholders of the 121A Corporation

Exhibit E - Statement of Permissions Required for Deviations

Exhibit F - Minimum Standards for Financing, Construction, Maintenance and Management of the Project

Exhibit G - Statement of Amounts to be Paid to the City in Addition to the Excise Prescribed by Section 10 of Chapter 121A and the Years in which such Amounts are to be Paid

Executed under seal this 30th day of June, 1967, by the

Applicants aforesaid.

/s/ Harold Widett (L.S.)
Harold Widett

/s/ Duncan Cotting (L.S.)
Duncan Cotting

/s/ Milton Silverman (L.S.)
Milton Silverman

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 30, 1967

Then personally appeared the above-named Harold Widett, Duncan Cotting and Milton Silverman, who, being duly sworn, severally made oath that to the best of their knowledge and belief the statements contained in the foregoing Application and the Exhibits included in it are true, before me,

/s/ Daniel H. Silver
Notary Public

My commission expires: 2/17/72

WIDETT & KRUGER
COUNSELLORS AT LAW

HAROLD WIDETT
JOSEPH KRUGER
IRVING WIDETT
BENJAMIN ARAC
JOHN LITWACK
SYDNEY BERKMAN

JACOB W. SMITH
DANIEL H. SILVER
SANFORD M. POOLER
ALAN I. FALK
JOEL B. SHERMAN
NATHAN WALD

RUDOLPH ROBINSON
ROBERT ROBINSON
JOSEPH B. MANELLO
GERARD D. GOLDSTEIN
DAVID M. SCHEFFER
JEROME GOTKIN

I. LEWIS GLAZIER
EDWIN A. McCABE
BARBARA M. JACOBS
STEPHEN M. HONIG
CHARLES P. GAMER

EIGHTY FEDERAL STREET
BOSTON, MASSACHUSETTS 02110
AREA CODE 617-482-8040

July 31, 1967

Boston Redevelopment Authority
City Hall Annex
11th Floor
Boston, Massachusetts

Att: Donald K. McInnes
Assistant Legal Officer

Re: Application for Approval of
South Boston Meat and Poultry
Market Project

Dear Sirs:

This will confirm the amendments to the above Application which were made orally and filed with the Secretary at the hearing before your Board of Directors last Thursday afternoon.

1. Exhibit E, the "Statement of Permissions Required for Deviations", is amended to read as set forth on the enclosure hereto.

2. One of the lines of the Project Area as set forth on Exhibit A to the above Application and as described in the body of the Application is being moved three (3) feet easterly from its location as there shown. To effect this moving, the above Application is amended as follows:

(a) Page 4 of the Application, third course from the bottom, should read as follows:

"Thence N 32° 09' 36" E, 75.56 feet to a point;"

July 31, 1967

(b) Page 4 of the Application, second course from the bottom, should read as follows:

"Thence turning and running N 09° 07' 37" E, 579.60 feet to a point, said line being 27.00 feet easterly from and parallel to the center line of a certain Dorchester Creek Drainage Easement of the Commonwealth of Massachusetts, a plan for which is on file at the Suffolk County Registry of Deeds, Book 7974, Page 156;"

(c) Page 4 of the Application, last course, should read as follows:

"Thence N 87° 37' 58" E, 223.46 feet to a point, said point being located approximately 380.00 feet southeasterly from a concrete monument at the most northeasterly corner of the parcel as shown on the aforesaid plan;"

(d) Page 5 of the Application, the line immediately before Paragraph No. 4, should read as follows:

"CONTAINING approximately 1,270,685 square feet."

(e) The "Quincy Market Lot Area" as shown on Exhibit A to the above application, should be changed from "207,589" square feet to "205,856" square feet.

This will further confirm an additional minor amendment to the above Application which we would appreciate the Authority approving.

One of the proposed tenants of the community building, Iowa Beef Co., Inc., is going to lease less space than was contemplated at the time the Application was filed. Accordingly, we seek approval in this respect of the following changes in the Application:

1. Page 13, first line concerning "Iowa Beef Co., Inc." - Change the figures on that line from "5,000", "2,400" and "3,400" to "3,000", "1,200" and "4,200".

WIDETT & KRUGER

Boston Redevelopment Authority -3-

July 31, 1967

2. Page 13, second line from the bottom - Change the three figures in that line from "85,825", "33,773" and "119,598" to "82,825", "32,573" and "115,398".

3. Page 13, last line - Change the two figures on that line from "51,227" and "51,227" to "49,427" and "49,427".

4. Page 14, third line - Change the three figures on that line from "91,000", "91,000" and "182,000" to "88,000", "88,000" and "176,000".

5. Page 17, line twelve from the bottom - Change the initial stockholdings of Iowa Beef Co., Inc. from "60" shares to "30" shares.

6. Page 17, last line - Change the total from "858.25" to "828.25".

7. Page 2 of Schedule A to Exhibit D, fifth line - Change Iowa Beef Co., Inc.'s stockholdings from "60" Class A to "30" Class A.

Very truly yours,



Jerome Gotkin

JG:mc

Enclosure

EXHIBIT E

STATEMENT OF PERMISSIONS
REQUIRED FOR DEVIATIONS

A. Boston Building Code

1. Section 801(b). Under type IV for two story structures accessible by more than 30% of the perimeter and less than 50% of the perimeter, permit a maximum unit area of 30,000 square feet between fire walls in the multi-occupancy building and in the individual buildings.
2. Section 1302(c). Permit opening in fire walls to be an area up to 120 square feet rather than up to 100 square feet as presently allowed.
3. Section 1302(g). Permit the use of 12" pumice hollow masonry blocks rated for 4-hour protection in accordance with tests by Underwriters Laboratories, Inc.
4. Section 1413(a). Stop fire walls at the underside of the roof deck, rather than carrying them up through the roof as presently called for.
5. Section 1804(i). In a type IV building, change the maximum distance from any point to an exit from 75 feet to 100 feet.
6. Section 3007(a). Permit the tapping in of the domestic water service to the sprinkler riser service, provided that such tapping in is made before the sprinkler service enters the building and that such tapping in is made in accordance with the requirements of the owner's insurance underwriters. Also, permit, if necessary, a combined domestic and fire supply storage tank so constructed:
(a) as to insure the reservation in the combined tank of the required amount of water for fire fighting purposes, and
(b) as to circulate the entire contents of the combined tank in order to prevent the accumulation of stagnant water.

7. Part 26. Permit deviations from the provisions of of the sections in this Part, provided that all of the reinforced concrete construction in the structures to which the deviations apply shall conform to the requirements of the American Concrete Institute Building Code instead of the Boston Building Code.

B. Boston Zoning Code

Permit the construction of a building or platform within 10 feet of a street line for this district, which is classified as I-2.

C. Miscellaneous

Permit the combining of the sewerage lines from any pair of two buildings into a single sewerage service to the street, and permit the combining of the storm-water discharge lines from any pair of two buildings into a single storm-water discharge service to the street.

EXHIBIT C

LIST OF DRAWINGS

<u>Drg. No.</u>	<u>Floor Plan of:</u>	<u>Drg. Date</u>
1	Bolton-Smart Company, Inc. Bldg.	June 30, 1967
2	Albert Richards Co., Inc. Bldg.	"
3	Agar Supply Co., Inc. Bldg.	"
4	Weston-Thurston Company Bldg.	"
5	Cook & Clarke, Inc. Bldg.	"
6	Waters & Litchfield, Inc. Bldg.	"
7	State Beef Co. Inc. Bldg.	"
8	Community Building (1st Section) 2nd Floor	"
9	" " (1st Section) 1st Floor	"
10	" " (2nd Section) 1st Floor	"
11	" " (2nd Section) 2nd Floor	"
12	" " (3rd Section) 1st Floor	"
13	" " (3rd Section) 2nd Floor	"

EXHIBIT D

THIS AGREEMENT made as of the day of ,
1967, by and among HAROLD WIDETT, DUNCAN COTTING and MILTON
SILVERMAN, all residents of the Commonwealth of Massachusetts
(collectively "the nominees") and all the corporations, partner-
ships and proprietorships listed in Schedule A hereto, which
schedule is hereby made part hereof (collectively "the stock-
holders");

W I T N E S S E T H :

WHEREAS, the stockholders are the owners of the number and
class of shares of stock of the Massachusetts corporation, New
Boston Food Market Development Corp. ("New Boston"), set forth
opposite their respective names in Schedule A, which shares of
stock represent all the issued and outstanding shares of stock
of New Boston; and

WHEREAS, pursuant to the provisions of Chapter 121A of the
General Laws of the Commonwealth of Massachusetts, as amended,
the provisions of Chapter 652 of the Acts of 1960, as amended,
and the Rules and Regulations issued by the Boston Redevelopment
Authority ("the Authority"), the stockholders desire to form a
corporation ("the 121A Corporation") for the purpose of under-
taking and carrying out a certain project in the South Boston
area of the City of Boston, Massachusetts ("the Project"); and

WHEREAS, the land desired for the Project is presently owned by New Boston; and

WHEREAS, the stockholders desire to have the 121A Corporation acquire such land by acquiring all the stock of New Boston and by then causing New Boston to be dissolved; and

WHEREAS, for and on behalf of the stockholders, the nominees have filed an application with the Authority for approval of the Project and for consent to form the 121A Corporation; and

WHEREAS, if said approval of the Authority and certain other approvals and conditions shall be obtained and met, the stockholders desire the nominees to form the 121A Corporation and to effect the aforesaid acquisition; and

WHEREAS, each of the stockholders has received a copy of and is familiar with the aforesaid application to the Authority;

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants and promises herein contained, IT IS HEREBY AGREED as follows:

1. Concurrently herewith, the stockholders shall cause the stock certificates representing all their shares of stock in New Boston to be deposited with the nominees, together with stock assignments separate from such certificates, duly executed in blank.

2. In the event the application of the nominees pending before the Authority for approval of the Project and for consent

to form the 121A Corporation shall be approved, and in the further event that such other approvals and conditions to the formation of the 121A Corporation, to the issuance of stock of the 121A Corporation to the nominees and to the 121A Corporation's undertaking and carrying out the Project, all as set forth in said application (as the same may be modified, changed or amended from time to time in the discretion of the nominees), shall be obtained and met, and in the further event that the nominees, in the exercise of their discretion, shall determine that the Project should be undertaken and carried out, then the nominees:

- A. shall use their best efforts to cause the 121A Corporation to be formed and to cause the 121A Corporation to have the same number and kind of shares of stock authorized, as is presently authorized for New Boston;
- B. shall subscribe for the same number and kind of shares of stock of the 121A Corporation as is presently held by the stockholders in the stock of New Boston;
- C. shall cause the 121A Corporation to issue shares of its stock to them in proportion to their respective subscriptions, in exchange for all the issued and outstanding shares of stock of New Boston; and
- D. shall transfer such shares of stock of the 121A Corporation so issued to them to the stockholders, in proportion to the stockholders' respective holdings of the stock of New Boston, and shall cause certificates representing such shares of stock of the 121A Corporation to be put into the names of the stockholders and to be delivered

to Messrs. Widett & Kruger, 80 Federal
Street, Boston, Massachusetts.

Upon the completion of the foregoing, the nominees shall notify the stockholders in writing thereof.

3. In the event one or more of the approvals and conditions referred to in the preamble to paragraph 2 hereof shall not be obtained and met and the nominees for such reason shall determine that the Project should not be undertaken and carried out, or in the event that the nominees, in the exercise of their discretion, shall for any other reason determine that the Project should not be undertaken and carried out, then, in either of such events, upon the making of such determination, the nominees shall notify the stockholders in writing thereof and shall deliver all the stock certificates and stock assignments deposited with them under paragraph 1 hereof to said Messrs. Widett & Kruger at their aforesaid address.

4. The nominees shall not be liable for any of their acts or omissions hereunder, including, without limitation, any mistakes, but only for their own willful misconduct, and the stockholders, jointly and severally, shall hold the nominees, jointly and severally, harmless and indemnified from and against all claims, demands, actions, suits, causes of actions and other obligations and liabilities, and from and against all costs and expenses in connection therewith, including, without limitation,

reasonable attorneys' fees, arising out of, related to, or connected with, any of their acts or omissions hereunder, unless caused by their willful misconduct.

Executed as a sealed instrument as of the day and year first above written.

Harold Widett

Duncan Cotting

Milton Silverman

THORNDIKE & GERRISH CO.

By _____

MORRIS BLINDER & CO., INC.

By _____

CARON AND COMPANY, INC.

By _____

MELVIN J. KOLOVSON d/b/a
SOUTH MARKET BEEF CO.

By _____

LAMPERT BEEF CO.

By _____

JOHN F. KING, INC.

By _____

FRANK BERTOLINO d/b/a
FRANK D. BERTOLINO BEEF CO.

By _____

NEWMARKET PACKING CORP.

By _____

THE HALIFAX PACKING CO., INC.

By _____

DAVID L. ROBBINS AND ARNOLD G.
ROBBINS d/b/a ROBBINS BEEF CO.

By _____

BEACON PACKING CO., INC. and
INTERSTATE BEEF COMPANY, as
tenants in common

By _____

JAMES J. DERBA, INC.

By _____

ABRAHAM HARMON d/b/a A. HARMON & CO.

By _____

and

KYES SUPPLY CO., INC., as tenants
in common

By _____

IOWA BEEF CO., INC.

By _____

MILTON SILVERMAN AND SAUL MARGOLIS
d/b/a FEDERAL BEEF CO.

By _____

and

BOSTON BRISKET COMPANY, INC., as
tenants in common

By _____

EPSTEIN COMPANY

By _____

SAMUEL HOLMES INCORPORATED

By _____

ADAMS CHAPMAN COMPANY

By _____

DOLE AND BAILEY, INC.

By _____

ARTHUR GLICKMAN d/b/a NEW ENGLAND
HOTEL SUPPLY CO.

By _____

S. F. WOODBRIDGE MEAT CO.

By _____

LANDY BEEF CO., INC.

By _____

AGAR SUPPLY CO., INC.

By _____

BOLTON-SMART COMPANY, INC.

By _____

COOK & CLARKE, INC.

By _____

ALBERT RICHARDS CO., INC.

By _____

STATE BEEF CO. INC.

By _____

WATERS & LITCHFIELD, INC.

By _____

WESTON-THURSTON COMPANY

By _____

SCHEDULE A

<u>Name</u>	<u>Address</u>	<u>Stockholdings</u>
Thorndike & Gerrish Co.	91 Clinton Street Boston, Mass.	30 Class A
Morris Blinder & Co., Inc.	32 North Street Boston, Mass.	75 "
Caron and Company, Inc.	105 Clinton Street Boston, Mass.	25 "
Melvin J. Kolovson d/b/a South Market Beef Co.	127 Atlantic Avenue Boston, Mass.	30 "
Lampert Beef Co.	67 So. Market Street Boston, Mass.	60 "
John F. King, Inc.	41 No. Market Street Boston, Mass.	30 "
Frank Bertolino d/b/a Frank D. Bertolino Beef Co.	40 North Street Boston, Mass.	30 "
Newmarket Packing Corp.	120 So. Market Street Boston, Mass.	30 "
The Halifax Packing Co., Inc.	93 Clinton Street Boston, Mass.	30 "
David L. Robbins and Arnold G. Robbins d/b/a Robbins Beef Co.	95 Clinton Street Boston, Mass.	30 "
Beacon Packing Co., Inc. and Interstate Beef Com- pany, as tenants in common	107 Clinton Street Boston, Mass.	60 "
James J. Derba, Inc.	16 North Street Boston, Mass.	35 "

<u>Name</u>	<u>Address</u>	<u>Stockholdings</u>
Abraham Harmon d/b/a A. Harmon & Co. and Kyes Supply Co., Inc., as tenants in common	36 North Street Boston, Mass. 43-44 No. Market Street Boston, Mass.	33.25 Class A
Iowa Beef Co., Inc.	115 So. Market Street Boston, Mass.	60 "
Milton Silverman and Saul Margolis d/b/a Federal Beef Co., and Boston Brisket Company, Inc., as tenants in common	180 Atlantic Avenue Boston, Mass.	60 "
Epstein Company	26 Richmond Street Boston, Mass.	30 "
Samuel Holmes Incorporated	84 Clinton Street Boston, Mass.	30 "
Adams Chapman Company	37 No. Market Street Boston, Mass.	30 "
Dole and Bailey, Inc.	24 North Street Boston, Mass.	50 "
Arthur Glickman d/b/a New England Hotel Supply Co.	60 Fulton Street Boston, Mass.	25 "
S. F. Woodbridge Meat Co.	67 So. Market Street Boston, Mass.	25 "
Landy Beef Co., Inc.	19 So. Market Street Boston, Mass.	50 "
Agar Supply Co., Inc.	105 Clinton Street Boston, Mass.	78.3 Class B
Bolton-Smart Company, Inc.	125 Clinton Street Boston, Mass.	151 "
Cook & Clarke, Inc.	25 Richmond Street Boston, Mass.	60 "

<u>Name</u>	<u>Address</u>	<u>Stockholdings</u>
Albert Richards Co., Inc.	23 Commercial Street Boston, Mass.	135 Class B
State Beef Co. Inc.	75 So. Market Street Boston, Mass.	100 "
Waters & Litchfield, Inc.	39 No. Market Street Boston, Mass.	60 "
Weston-Thurston Company	94 Clinton Street Boston, Mass.	60 "

EXHIBIT E

STATEMENT OF PERMISSIONS REQUIRED FOR DEVIATIONS

A. Boston Building Code

1. Section 801(b). Under type IV for two story structures accessible by more than 30% of the perimeter and less than 50% of the perimeter, permit a maximum unit area of 30,000 square feet between fire walls in the multi-occupancy building and in the individual buildings.
2. Section 1302(c). Permit opening in fire walls to be an area up to 120 square feet rather than up to 100 square feet as presently allowed.
3. Section 1302(g). Permit the use of 12" pumice hollow masonry blocks rated for 4-hour protection in accordance with tests by Underwriters Laboratories, Inc.
4. Section 1413(a). Stop fire walls at the underside of the roof deck, rather than carrying them up through the roof as presently called for.
5. Section 1804(i). In a type IV building, change the maximum distance from any point to an exit from 75 feet to 100 feet.
6. Sections 3004(b) and 3005(k). Permit welded joints in pipes 2 1/2" in diameter or larger in lieu of screw fittings, flanges or unions, provided the materials of the pipes, the welding procedures and the qualifications of the welders employed shall comply with either A.S.A. B 31.1 Code for Pressure Piping, Appendix F, ASME Boiler and Pressure Vessel Code or A.P.I. Standard for Field Welding of Pipe Lines.
7. Section 3007(a). Permit the tapping in of the domestic water service to the sprinkler riser service, provided that such tapping in is made before the sprinkler service enters the building and that such tapping in is made in accordance with the requirements of the owner's insurance

underwriters. Also, permit, if necessary, a combined domestic and fire supply storage tank so constructed: (a) as to insure the reservation in the combined tank of the required amount of water for fire fighting purposes and (b) as to circulate the entire contents of the combined tank in order to prevent the accumulation of stagnant water.

8. Part 26. Permit deviations from the provisions of the sections in this Part, provided that all of the reinforced concrete construction in the structures to which the deviations apply shall conform to the requirements of the American Concrete Institute Building Code instead of the Boston Building Code.
9. Section 3105(b). Permit rain water drainage from canopies over railroad and truck platforms to discharge directly upon paved areas, whereupon such rain water will flow into a system of catch basins in the streets.

B. Boston Zoning Code

Permit the construction of a building or platform within 10 feet of a street line for this district, which is classified as I-2.

EXHIBIT F

MINIMUM STANDARDS FOR FINANCING, CONSTRUCTION, MAINTENANCE AND MANAGEMENT OF THE PROJECT

1. Financing. The initial financing of the Project shall be in accordance with the provisions of paragraph 10 of the Application. Subject to the presently existing provisions of Chapter 121A, any financing thereafter may be made without the approval of the Authority if with an insurance company, savings bank or other recognized institutional lender, or with the United States Small Business Administration. All other future financing shall be made only with the prior written approval of the Authority as to the terms thereof and the identity of the lender or lenders, which approval shall not be unreasonably withheld.

2. Construction. The 121A Corporation shall cause the Project to be constructed in a good and workmanlike manner, employing materials of good quality, and so as to conform to the Application and to the zoning, building, health and fire laws, codes, ordinances and regulations in effect in the City, except to the extent that permissions are granted by the Authority with the approval of the Mayor for the Project to deviate from such laws, codes, ordinances or regulations. Whether or not the

construction complies with the Application and with the laws, codes, ordinances and regulations as the same may be varied by said permissions for deviations shall, subject only to judicial review, be determined by the Building Department of the City and all inspections to determine such compliance shall be conducted by it.

3. Maintenance. Upon completion of construction and for the 40 calendar years next following the organization of the 121A Corporation, the 121A Corporation shall, at its own cost and expense, keep and maintain the Project or cause it to be kept and maintained, in not less than a reasonable state of repair, order and condition, ordinary wear and tear and damage by casualty (except to the extent covered by insurance) excepted, and, also at its own cost and expense, keep in force hazard insurance in such amounts as it deems reasonable on improvements on the Project Area.

The reasonable state of repair, order and condition of the Project shall be such as will be conducive to the continuance, during said 40-year period, of the Project's blight-free nature and economic desirability. In this connection, the 121A Corporation shall:

- (a) make, or cause to be made, all necessary replacements of such fixtures and equip-

ment used in connection with improvements in the Project Area, so far as within the control of the 121A Corporation and not owned by tenants, as may from time to time become worn out;

- (b) in case of damage by fire or other casualty to any such fixture or equipment or to any improvement in the Project Area, repair all such damage, or cause it to be repaired, to the extent covered by insurance, in a good and workmanlike manner;
- (c) provide adequate heat during the seasons of the year in which heat is normally required in the City;
- (d) provide services for cleaning and maintaining all common areas;
- (e) provide reasonable lighting for all common areas; and
- (f) make hot and cold water available for drinking, lavatory and toilet purposes.

4. Management. The 121A Corporation may manage the Project itself or employ an independent contractor to undertake such

management. In the event such independent contractor is employed, the compensation paid by the 121A Corporation for such management shall not exceed 5% of the gross rentals derived from the Project or such higher rate as from time to time may be recommended in the Schedule of Recommended Rates adopted by the Boston Real Estate Board or its successor.

The 121A Corporation shall keep and maintain at all times during the aforesaid period of 40 years accounting records conforming to generally accepted accounting principles in which shall be recorded (a) all sums from time to time (i) invested in the Project and (ii) comprising any part of the cost thereof as hereinafter defined, and (b) all information necessary for the computation of (i) the amounts which the 121A Corporation is required to pay pursuant to the provisions of Sections 10 and 15 of Chapter 121A, as now in effect, and (ii) the maximum amounts which the stockholders of the 121A Corporation may receive and accept pursuant to the provisions of Section 9 of said Chapter 121A, as now in effect. Within 90 days after the end of each calendar year wholly or partly included within the period of 40 years referred to above, the 121A Corporation shall submit a statement showing for that calendar year or part thereof included within said 40-year period the amounts of items (b)(i) and (ii) above and in reasonable detail the manner of computation of such amounts. Such statements shall be certified to by independent certified public account-

ants selected and paid for by the 121A Corporation. The Authority shall, at all reasonable times, be permitted to examine and audit all such accounting records and may, in its discretion and at its expense, employ independent certified public accountants to examine and audit such statements and records.

The cost of the Project shall be determined by the addition, without implied limitation, of the following items of expense heretofore or hereafter incurred by the Applicants, or by the 121A Corporation, or by the land-owning corporation, in connection with the planning and construction of the Project:

1. Architectural, engineering, legal and accounting fees and expenses.
2. Cost of the land and cost of site preparation including, without implied limitation, land fill.
3. Cost of maintaining the site and improvements prior to and during the construction period.
4. Cost of insurance, surveys, studies and tests prior to and during the construction period.
5. Cost of all real property improvements including, without implied limitation, buildings, parking facilities, landscaping, walks, driveways, railroad sidings and utility, sewer, drainage and other facilities.
6. Expenditures for acquiring, constructing and installing furniture, furnishings, machinery, equipment and other personal property used or to be used in the construction, operation, use, management and maintenance of the Project which, under generally accepted accounting principles, would be treated as capital expenditures.
7. Fees, taxes, assessments and excises and similar payments

(including payments pursuant to Chapter 121A) prior to and during the construction period.

8. Interest and other financing costs and expenses prior to and during the construction period.
9. All other direct and indirect expenses which, under generally accepted accounting principles, would be treated as capital expenditures.

For the purpose of the computation required by Section 15 of Chapter 121A, as now in effect, the cost of the Project may, at the election of the 121A Corporation, be amortized at such annual rates and methods as in each year during said 40-year period may be allowed to the 121A Corporation by the Internal Revenue Service of the United States of America, or at such other annual rates and methods as are in accordance with generally accepted accounting procedures, provided that no change shall be made in such methods without the Authority's consent, which consent shall not be unreasonable withheld.

EXHIBIT G

STATEMENT OF AMOUNTS TO BE PAID TO THE CITY
IN ADDITION TO THE EXCISE PRESCRIBED BY
SECTION 10 OF CHAPTER 121A AND THE YEARS IN
WHICH SUCH AMOUNTS ARE TO BE PAID

Except as provided below, the 121A Corporation will pay the City in each of the 40 calendar years next following the organization of the 121A Corporation the respective amount, if any, by which the amount hereinafter set forth exceeds the excise prescribed for such calendar year by Section 10 of Chapter 121A, as now existing:

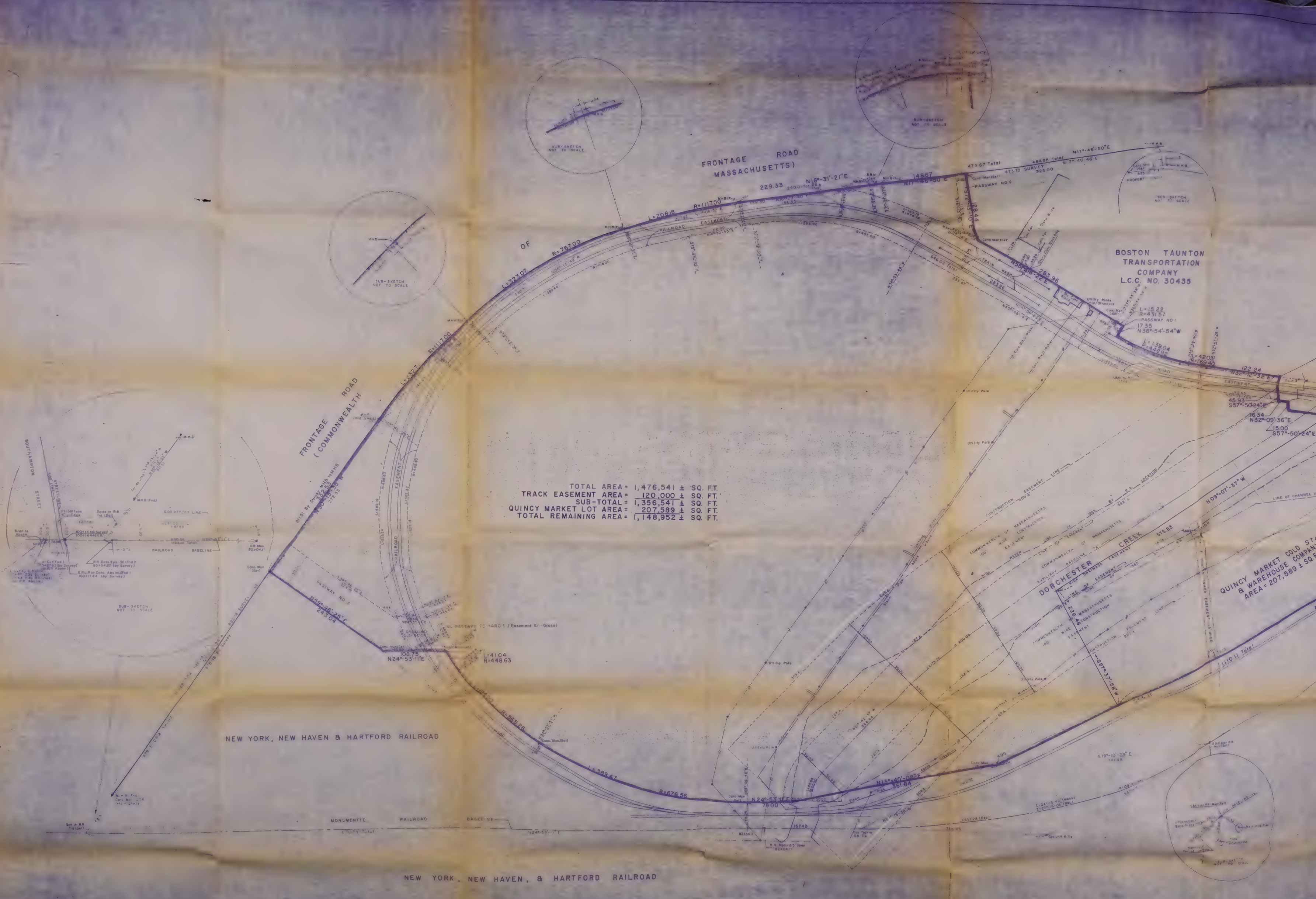
- (i) in the first of such calendar years,
\$ 17,000 ;
- (ii) in each subsequent calendar year, prior to and including the calendar year in which all the buildings agreed to be constructed by the Corporation shall be completed, \$ 78,000 ; and
- (iii) in each subsequent calendar year,
\$ 156,000 ;

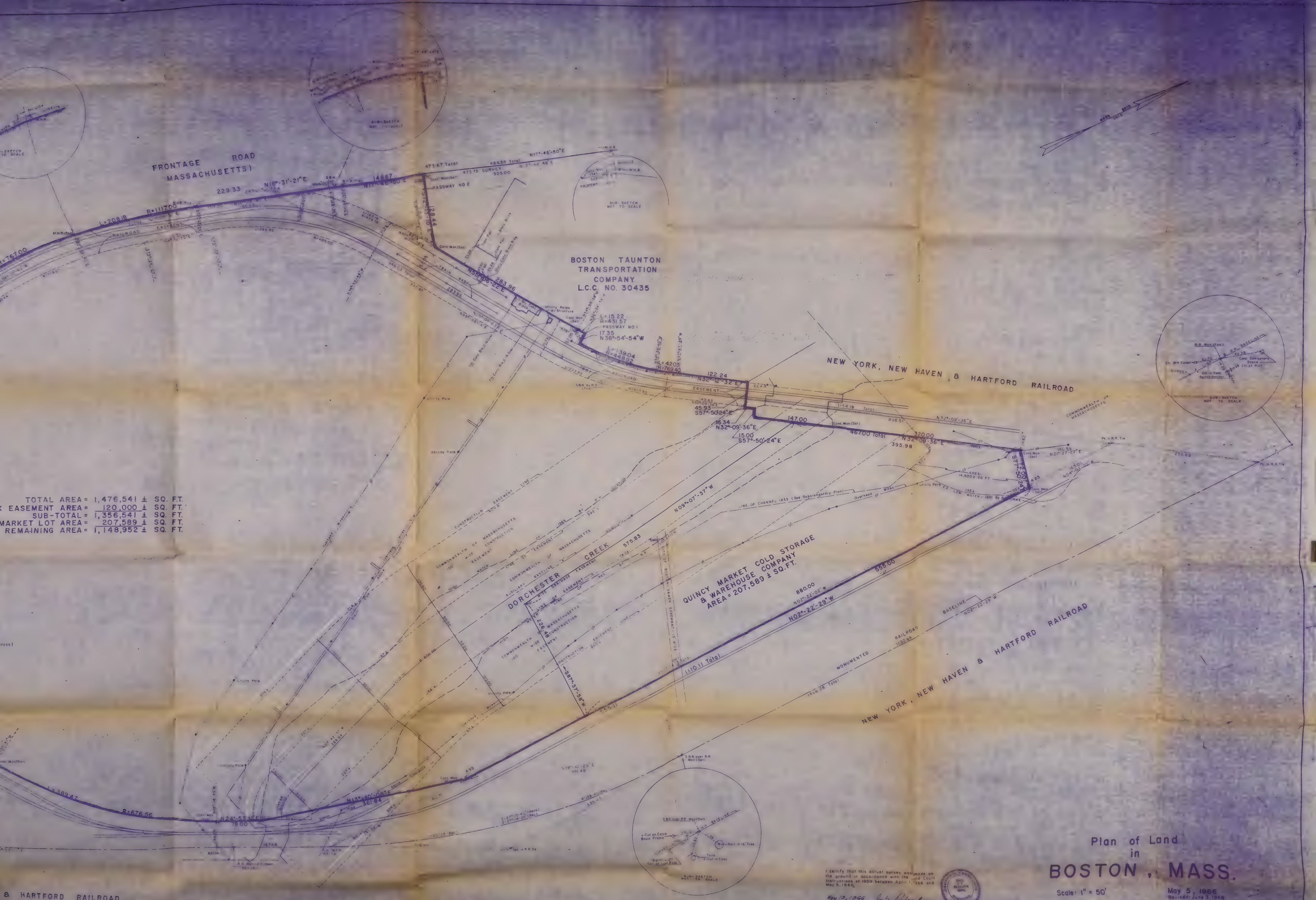
but in no event more in any calendar year than an amount equal to the taxes which would have been assessed for such calendar year upon the real estate included in the Project Area and the tangible personal property of the 121A Corporation used in connection with the operation, maintenance or management of the

Project if such real estate and tangible personal property had not been exempt from taxation.

Notwithstanding the foregoing provisions: (a) any payments due by the 121A Corporation with respect to any calendar year pursuant to the provisions of Section 15 of Chapter 121A, as now or hereafter in effect, shall reduce the payment due with respect to such calendar year by the 121A Corporation pursuant to the provisions of this Exhibit G, but shall not reduce the payments prescribed by Section 10 of Chapter 121A, as now in effect; and (b) if the 121A Corporation, notwithstanding the provisions of the contract with the City referred to in paragraph 23B of the Application, shall in any year pay to the Commonwealth of Massachusetts, or any political subdivision thereof any excise or tax measured by the 121A Corporation's income from or investment in the Project additional to the excise provided for by Section 10 of Chapter 121A, as now in effect, and the payment provided for by Section 15 of Chapter 121A, as now in effect, the applicable amount stated in this Exhibit G shall be reduced by the amount of such additional excise or tax. Any overpayment applicable to one calendar year shall, at the election of the City, be either refunded or applied by the City to reduce the payments due in the next calendar year, except that with respect to the last calendar year in the 40-year period referred to above any overpayment by the 121A Corporation shall be refunded by the City.

EXHIBIT "A"
DOC. 882A





TOTAL AREA = 1,476,541 ± SQ. FT.
EASEMENT AREA = 120,000 ± SQ. FT.
SUB-TOTAL = 1,356,541 ± SQ. FT.
MARKET LOT AREA = 207,589 ± SQ. FT.
REMAINING AREA = 1,148,952 ± SQ. FT.

BOSTON TAUNTON
TRANSPORTATION
COMPANY
L.C.C. NO. 30435

QUINCY MARKET COLD STORAGE
& WAREHOUSE COMPANY
AREA = 207,589 ± SQ. FT.

Plan of Land
in
BOSTON, MASS.

Scale: 1" = 50'

May 5, 1966
Revised June 3, 1966
Revised June 7, 1967

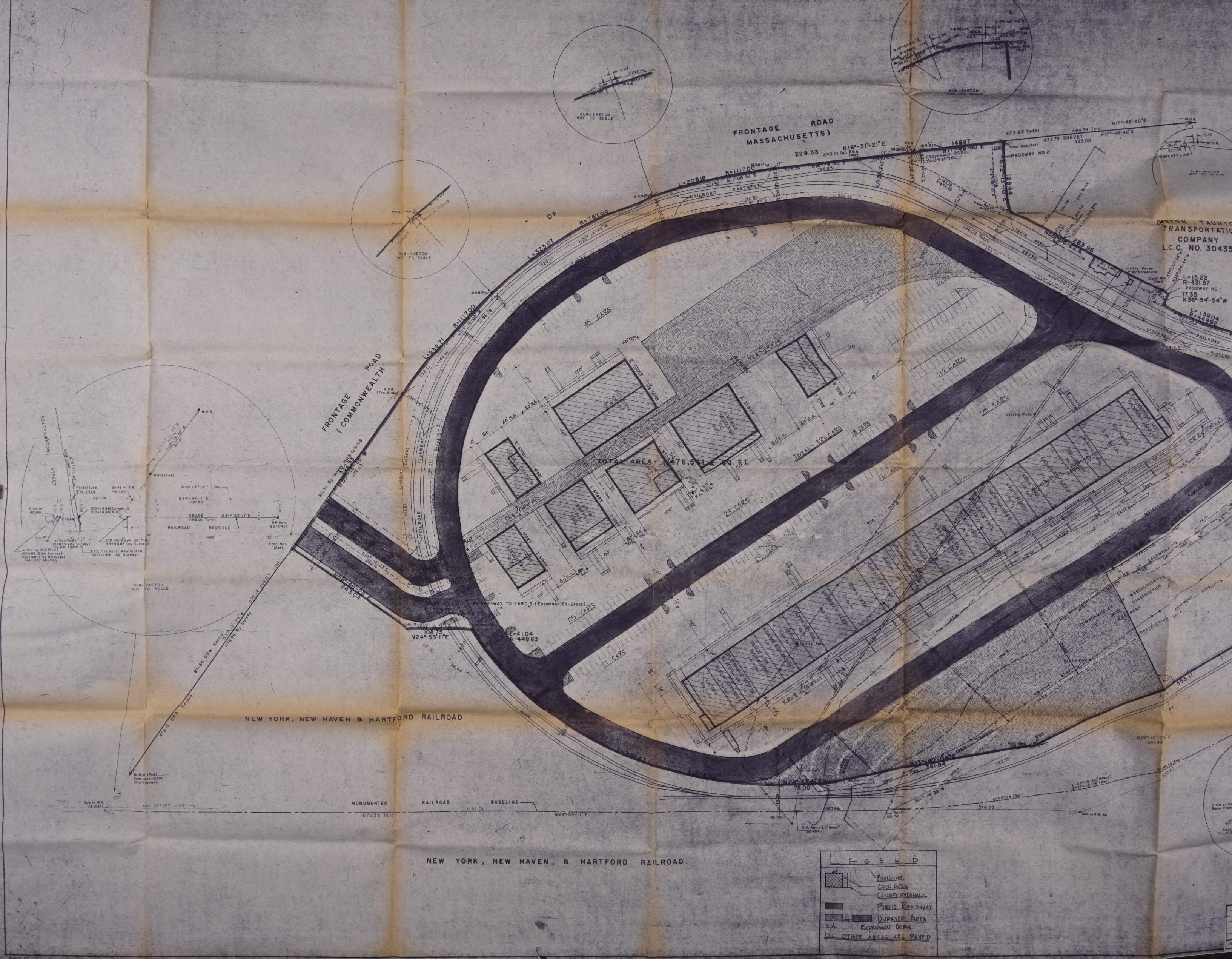
BOSTON SURVEY CONSULTANTS
263 SUMMER ST
BOSTON, MASS.

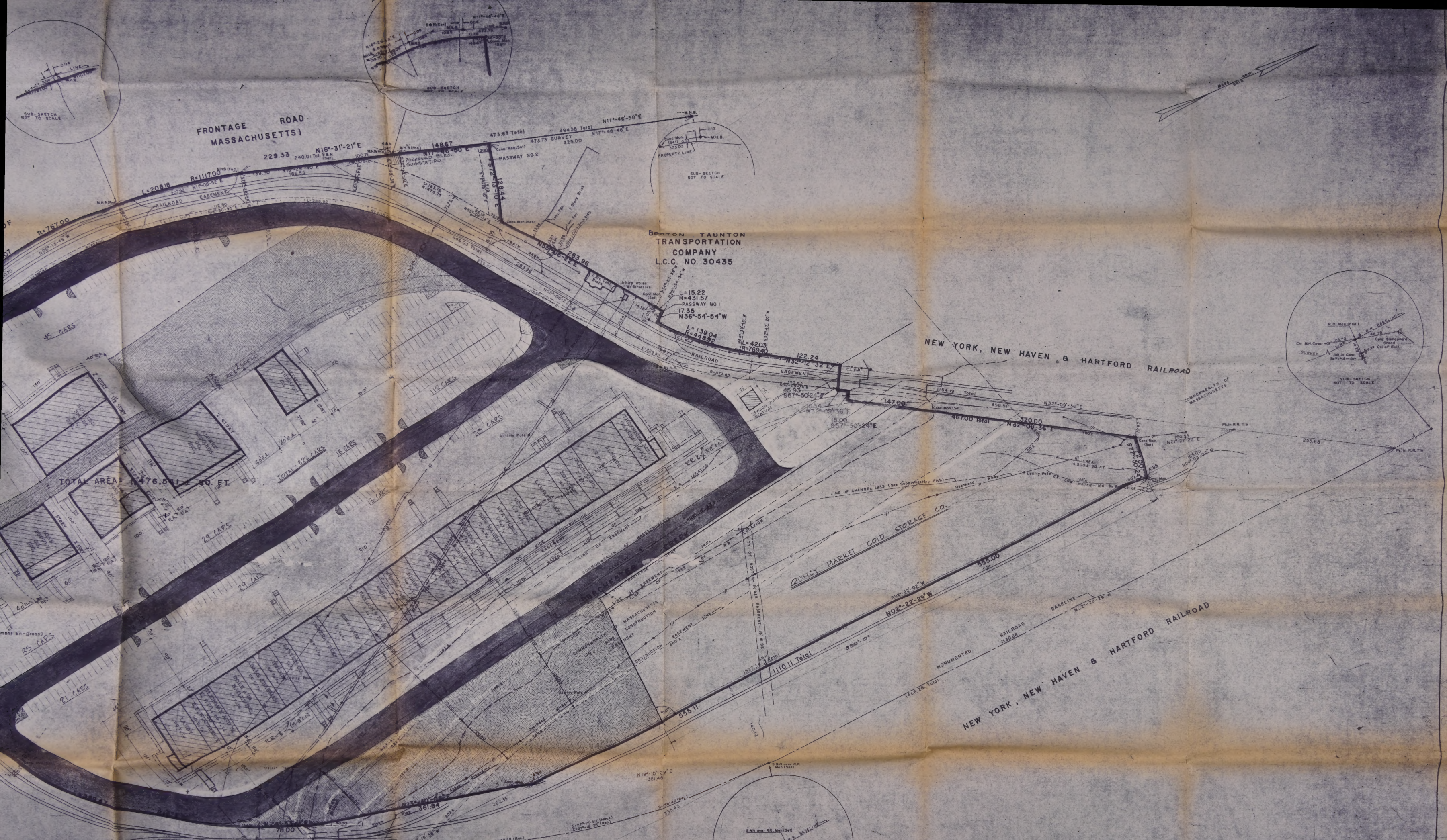
I certify that this actual survey was made on
the ground in accordance with the and Court
Instructions of 1859 between April 1, 1966 and
May 5, 1966.
Date Registered Surveyor



EXHIBIT "B"

DOC. 882A





Plan of Land
in
BOSTON, MASS.

Scale: 1" = 50'
May 5, 1966
Revised: June 3, 1966

BOSTON SURVEY CONSULTANTS
263 SUMMER ST.
BOSTON, MASS.

I certify that this actual survey was made on
the ground in accordance with the Land Court
Instructions of 1959 between April 1, 1955 and
May 5, 1966.
May 13, 1966
Date Registered Land Surveyor



NO.	REVISION DESCRIPTION	DATE	BY

NEW BOSTON FOOD MARKET
SOUTH BAY AREA
BOSTON, MASSACHUSETTS
SYMMES, MAINI & McKEE
HENSCHEN, EVERDS & CROMBIE
ARCHITECTS AND ENGINEERS
TWO TROWBRIDGE STREET
CAMBRIDGE, MASSACHUSETTS

PROPOSED SITE PLAN

SCALE: AS SHOWN
DATE: 6-30-66
DR. BY: H.L.
CK. BY: W.L.M.
JOB # 5655
167/1

L1

